



PROJECT INFORMATION

Huckabay ISD
200 County Road 421
Stephenville, TX 76401

QUOTATION SUMMARY

We are pleased to offer our quotation in the amount of **\$29,825.67** for integration of all devices on the simplex 4002 panel into the current Silent Knight 6820EVS Installed. Titan will also add notification and pull stations in the areas that are currently not covered in the main building.

SCOPE OF SERVICE

Our quotation will include the following:

- Remove and replace all simplex notification devices
- Remove and replace all simplex initiation devices
- Remove and replace all devices in the High School
- Removal of old Simplex System in admin closet
- Addition of notification devices in Gym, upstairs and library wing.
- Addition of pull stations in areas of Egress

The Following Devices are quoted and will be used in the installation:

SK Pull	Dual Action Pull station	10
SK-PS10	Power Supply	3
SK Photo	Smoke Detector	5
SPSCWL	Ceiling Mount Speaker Strobe	35
SCWL	Ceiling Mount Strobe	27
P2RK	Weather Proof Horn Strobe	4

SK Relay	Relay Module	2
12V 8AH Batteries	12V 8AH Batteries	6
Suge Protection	Surge Protection	3
Document Box	Document Box	1
Wire 14/2 FPLP	NAC Wire	2
Wire 16/2 FPLP	SLC Wire	2

General Notes and Exclusions:

- Trenching and underground conduit excluded
- Some area may only be accessible by conduit or some other new structured cabling in the building. Titan will make every effort to hide the wiring of the building.
- Materials or devices requested from Authority Having Jurisdiction outside of Typical NFPA Requirements.
- Shunt trip wiring other than low voltage coil contact.
- Smoke control system.
- Construction of the fire command center if applicable per local code requirements.
- Exhaust fan system control.
- Control wiring for any HVAC shut down, shunt trip activation or fan control.
- Control relays for smoke dampers and/ or door releases.
- Conduit and raceways. Also, to include painted conduit, if applicable.
- Exterior Sprinkler Bells/Water Motor Gongs.
- The following quote includes labor and materials for the scope of work to be completed.
- All material is guaranteed to be as specified.
- All work to be completed in a workmanlike manner according to standard practices.
- Any services or change orders performed outside the described scope of work will be specified by Titan in advance, approved by the customer, and billed separately. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the estimate.
- All workers and sub-contractors are fully covered by adequate liability insurance
- This proposal may be withdrawn by Titan if not accepted within 30 days of date of proposal.
- The contractor must be admitted into all areas of the premises for the purpose of completing services.
- If available, the Owner will provide any site drawings or detail to assist the Contractor.

Services Agreement

This Services Agreement (this "Agreement"), dated as of _____ (the "Execution Date"), is by and between Titan Fire Protection, LLC, a Texas limited liability company, with offices located at 150 Hicks Ln, Weatherford, Texas 76088 ("Service Provider") and _____ ("Customer") (Customer, together with Service Provider, are also referred to jointly as the "Parties", and each separately as a "Party").

WHEREAS, Service Provider has the capability to provide to Customer certain fire protection services, required equipment, and goods (the "Services"); and

WHEREAS, Customer desires to retain Service Provider to provide Services at the rates provided in this Agreement and any Attachments hereto, and Service Provider is willing to perform Services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider may provide an estimate to Customer for Services set forth in one or more Statements of Work attached hereto (each, a "Statement of Work"). Prices and rates in any estimate are valid for no more than thirty (30) days, unless otherwise reflected in the Statement of Work, and is subject to change or withdrawal by Service Provider prior to acceptance by Customer. Once an estimate is signed by both Parties, it becomes the Statement of Work and will be attached hereto as an Exhibit, starting with **Exhibit "A."** Additional Statements of Work, or any work requested outside the scope of work for each Statement of Work, will be attached hereto as separate Exhibits. Each Statement of Work, once signed by both parties, is automatically incorporated herein by reference. The details of the method and manner for performance of Services by the Service Provider will be at its sole discretion.

2. Customer Obligations. Customer will:

2.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contact"), with such designation to remain in force unless and until a successor Customer Contact is appointed.

2.2 Ensure the Customer Contact responds promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide Services.

2.3 Cooperate with Service Provider in its performance of Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide Services.

2.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of Services.

3. Fees and Expenses.

3.1 In consideration of the provision of Services by the Service Provider and the rights granted to Customer under this Agreement, Customer will pay the fees set forth in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, fees are due within fifteen (15) days of the date on an invoice, unless otherwise stated on the Statement of Work. Failure to pay any sum due to Service Provider within fifteen (15) days of the date on an invoice, unless otherwise stated on the Statement of Work, will be a material breach by Customer.

3.2 Except for invoiced payments that the Customer has successfully disputed, all late payments will bear interest at a rate of three percent (3%) per month or the highest rate permissible under Texas law. This interest is calculated daily and compounded monthly. Customer will also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider will be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.

3.3 Customer will pay Service Provider: (a) a fee for each check submitted by Customer that is an insufficient funds check, a check on a closed account, or a check that is returned or dishonored, and (b) a trip charge in the amount shown on each Service Provider's invoices, which may increase or decrease from time to time.

3.4 Service Provider may increase rates due to changes in applicable law, ordinances and regulations with notice in writing to Customer.

4. Limited Warranty and Limitation of Liability.

4.1 Service Provider's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of this warranty will be as follows:

(a) Customer must notify Service Provider, in writing, of any breach Customer believes Service Provider committed, pursuant to Section 4.1(c), and provide a thirty (30) day window for Service Provider to cure. Service Provider will use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider fails to cure its breach within the thirty (30) day window after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 6.2.

(b) In the event the Agreement is terminated pursuant to Section 4.1(a) above, Service Provider will, within sixty (60) days after the effective date of termination, refund Customer the unearned portion of any fees paid by the Customer during the thirty (30) days preceding the date of termination. A refund is at the sole discretion of the Service Provider.

(c) The foregoing remedy will not be available unless Customer provides written notice of such breach within seven (7) days after acceptance of such Services by Customer.

4.2 SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES.

4.3 IN NO EVENT WILL SERVICE PROVIDER, SUBSIDIARIES, DIVISIONS, CONTRACTORS OR SUBCONTRACTORS BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, SUITS, EXPENSES, AND PAYMENTS ON ACCOUNT OF ANY INJURY, DEATH, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE ARISING OR RESULTING FROM THE MISUSE, ABUSE, OR NEGLIGENCE OF THE EQUIPMENT HEREIN NAMED IN ANY ATTACHMENTS OR STATEMENTS OF WORK OR ANY OTHER DEVICE COVERED BY THIS AGREEMENT.

4.4 IN NO EVENT WILL SERVICE PROVIDER, SUBSIDIARIES, DIVISIONS, CONTRACTORS OR SUBCONTRACTORS BE RESPONSIBLE OR LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO ANY INJURY, DEATH, OR DAMAGE TO PROPERTY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

4.5 IN NO EVENT WILL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

4.6 Customer will indemnify, defend and hold harmless Service Provider, its affiliates, subsidiaries, divisions, contractors, subcontractors, officers, directors, agents, members, representatives, and employees from and against any and all liabilities, damages, losses, claims, demands, proceedings, suits, actions, penalties, fines or judgments, including without limitation, reasonable attorneys' fees and court costs, costs and expenses incurred or accrued by Service Provider during the Term of this Agreement as a result of:

(a) Customer's performance or failure to perform any aspect of this Agreement, (ii) claims based on actual or alleged actions or omissions by Customer or its employees, representatives, affiliates, subcontractors or agents; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by Services performed by Service Provider or its agents, employees, subcontractors, or representatives; (iv) any failure by Service Provider or agents, employees,

subcontractors, or representatives to materially comply with any applicable laws, ordinances or regulations; (v) any failure by Service Provider or its agents, employees, subcontractors, or representatives to materially comply with any applicable safety and health laws, rules and regulations; or (vi) any claims incurred by Service Provider resulting from actual or alleged breaches of any obligations, warranties, covenants, representations or otherwise of this Agreement by Service Provider or agents, employees, subcontractors, representatives, affiliates, subcontractors or agents; (vii) Customer's negligence or willful misconduct in connection with this Agreement; or (viii) Customer's breach of this Agreement.

5. Insurance. During the term of this Agreement, Customer will, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 or other sum as required by law with financially sound and reputable insurers. Upon Service Provider's request, Customer will provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance will name Service Provider as an additional insured.

6. Term, Termination, and Survival.

6.1 This Agreement will commence as of the Effective Date, as defined in Section 17, and will continue thereafter until the completion of Services described in each Statement of Work, or the end of any Term where monthly services are provided unless sooner terminated pursuant to Section 6.2 or Section 6.3. A Term, as defined in any applicable Statement of Work, will automatically renew for a period of twelve (12) months unless written notice by either Party is provided at least forty-five (45) days in advance of the end of the Term.

6.2 Service Provider may terminate this Agreement, effective upon written notice to Customer, if Customer:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Customer does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.

(d) Is dissolved or liquidated, or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Notwithstanding anything to the contrary in Section 6.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

6.4 The rights and obligations of the Parties set forth in this Section 6.4, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Entire Agreement. This Agreement, including and together with any related Statements of Work (if signed by all Parties), exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement will supersede and control.

8. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. Amendments. No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

10. Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11. Assignment. Customer will not assign, transfer, delegate, or subcontract any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section be null and void. No assignment or delegation will relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

12. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

13. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14. Choice of Law. This Agreement has been executed and delivered in the State of Texas and will be governed by and construed in accordance with the laws of the State of Texas. This agreement is performable and enforceable in Parker County, Texas.

15. Attorney's Fees and Costs. In the event that any legal action, mediation, or other proceeding is brought by Service Provider against Customer under this Agreement, Customer will be responsible for payment of Service Provider's mediation fees, attorneys' fees and other costs, including costs of investigation, prosecution, defense, expert witness fees (if any), settlement and appeal incurred in such proceeding, if Service Provider prevails on any one (1) cause of action.

16. Mediation. Before the institution of any litigation between the Parties, relating to this Agreement, other than in connection with any emergency or immediate equitable relief, any dispute must be first submitted to mediation in accordance with the provisions of the commercial mediation rules of JAMS before resorting to litigation. The Parties will conduct mediation in good faith and make reasonable efforts to resolve their dispute by mediation. The commercial mediation rules are incorporated by reference. The Parties may mutually agree on the mediator and the location where mediation will occur, however if no agreement can be reached, Service Provider's selects the mediator and location.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement in person, or by first-class mail and certified mail. Each of the signatories to this Agreement represents that he or she has full authority to execute this Agreement and to bind the entity for which he or she is signing. This Agreement will be effective on the date of execution by the last signatory hereto (the "Effective Date").

18. Force Majeure. The Service Provider will not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or

other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer may give notice in writing to Service Provider to terminate this Agreement.

19. Time is of the Essence. Time is of the essence as to each term of this Agreement.

YOUR SIGNATURE BELOW REPRESENTS THAT YOU UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS AS STATED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Titan Fire Protection, LLC

Service Provider's Name

Customer's Name

Signature of Customer's Authorized
Representative or Agent

Signature of Customer's Authorized
Representative or Agent

Printed Name

Printed Name

Date: _____

Date: _____